

EXHIBIT 82

REDACTED

GOOGLE MARKETING PLATFORM ORDER FORM - ADVERTISING SERVICES

This Agreement is composed of the following parts:

Part 1: Cover Sheet

Part 2: Signature Page

Part 3: General Terms and Conditions

Part 1: Cover Sheet

Company Information	
Company Full Legal Name (" Company " or " Parent ")	J.R. Reingold & Associates, Inc.
Principal Place of Business/Registered Office Address	1321 Duke St. Alexandria 22314, US
Corporate Registration Number	
Company VAT Number / Tax ID	
Deal Information	
Effective Date	February 1, 2021
Initial Term	12 MONTHS
GMP Advertising Services	Display & Video 360 Campaign Manager
Auto-renewal	No
Pricing Information	
Default Billing Currency (" Default Billing Currency ")	USD
<u>Display & Video 360 Service</u>	
Exchange Rate	██████████
Non-Exchange Rate	██████████
<u>Campaign Manager and Nielsen DAR</u>	Please see separate Pricing Sheet for these services

Campaign Manager and Nielsen DAR Pricing Sheet

Campaign Manager Minimum Service Fee Start Date	February 1, 2021
Campaign Manager Minimum Service Fee - Amount & Currency	
Campaign Manager Minimum Service Fee Period	Monthly

Currencies:

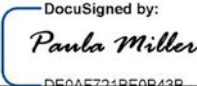

For Parent and AAA Affiliates incorporated in:	Applicable Billing Currency
Parent's country of incorporation and any other country not expressly listed below	USD
US	USD

Campaign Manager Rates:

<u>CURRENCY:</u>	USD
<u>Campaign Manager Service</u>	
Display CPM	
Video/Audio CPM	
Advanced Display Upcharge	
Display CPC	

Part 2: Signature Page

AGREED AND ACCEPTED BY:

J.R. Reingold & Associates, Inc.	GOOGLE LLC
By:  DE0AF721BE0B43E...	By:  Philipp Schindler Authorized Signatory
Name: Paula Miller	Name:
Title: VP of Contracts	Title:
Date: 1/29/2021	Date:

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Part 3: General Terms and Conditions

1. **Services.** This Google Marketing Platform Order Form – Advertising Services (this “**Order Form**”), is by and between Company and Google (as defined below), and is effective as of the Effective Date. This Order Form governs Company’s access to the services available under the Google Marketing Platform (as rebranded by Google from time to time) selected on the Cover Sheet (collectively, the services subject to this Order Form are the “**Google Marketing Platform Advertising Services**” or “**Services**”), and supersedes any prior Order Form or agreement between the parties for, and solely as it relates to, the relevant Google Marketing Platform Advertising Services.
2. **Definitions.** The following terms are defined as:
 - a. “**AAA Affiliate**” means an Affiliate of Company party to an Affiliate Adopting Agreement.
 - b. “**CPM**” means cost per 1,000 impressions.
 - c. “**Google**” means Google LLC.
 - d. Company’s “**Monthly Service Fees**” for a Service are the Service Fees payable with respect to that Service in a certain month.
 - e. “**Quarter**” means the three month period following a Minimum Service Fee Start Date, and each three month period thereafter.
 - f. “**Year**” means the twelve month period following a Minimum Service Fee Start Date, and each twelve month period thereafter.
3. **Applicable Terms.** This Order Form incorporates by reference and is subject to the general Google Platform Services Terms and Conditions available at https://www.google.com/intl/en_us/doubleclick/platform/terms.html and the Google Marketing Platform Advertising Service Specific Terms available at https://marketingplatform.google.com/intl/en_us/about/ads_platforms/gmp/advertising/terms/ (each as updated by Google from time to time and, collectively, the “**Terms**”). This Order Form together with the Terms are referred to as the “**Agreement**.” Company should read the Terms carefully before entering into this Order Form. Google may amend the Terms from time to time and Company will check the Terms regularly for updates. Unless otherwise noted, all terms defined in the Terms and used in this Order Form will have the meanings given to them in the Terms. This Order Form may be amended in writing or by Company’s acceptance of additional terms in the user interface of the applicable Google Marketing Platform Advertising Service.
4. **Term and Termination.** The “**Initial Term**” of the Order Form is the period beginning on the Effective Date and continuing for the Initial Term as set out on the Cover Sheet. If the field for “Auto-Renewal” is marked “Yes” on the Cover Sheet, this Order Form will automatically renew for additional 12 month periods following the end of the Initial Term (each, a “**Renewal Term**”) unless either party notifies the other of its intent not to renew this Agreement at least 60 days prior to the end of the Initial Term or then-current Renewal Term (the Initial Term and all Renewal Terms are, collectively, the “**Term**”).
5. **Minimum Service Fees.** The conversion rate used to determine if any applicable Minimum Service Fee is met will be the most recent spot rate resident in Google’s financial systems at the time of the transactions, unless otherwise agreed by the parties in writing. Following the applicable Minimum Service Fee Start Date:

- a. For monthly Minimum Service Fees (any product): If, during any month of the Term, the sum of the Monthly Service Fees payable with respect to a particular Service for Company (including Affiliate Customers) and all AAA Affiliates is less than the Minimum Service Fee for such Service, Company will pay Google the Minimum Service Fee only.
 - b. For Yearly or Quarterly Minimum Service Fees (any product): If, in a particular Year or Quarter (as applicable), the sum of the Monthly Service Fees paid with respect to a particular Service for Company (including Affiliate Customers) and all AAA Affiliates is less than the Minimum Service Fee for such Service, Company will pay Google the difference between the Minimum Service Fee for such Service and that sum (in addition to any Monthly Service Fees then payable for such Service).
 - c. For Campaign Manager Minimum Service Fees: For purposes of clarification, in addition to Company's Monthly Service Fee as described herein, impressions served on behalf of Company by a publisher using Google's proprietary Publisher-Paid service constitute "Ad impressions served hereunder by Standard Ad Serving" for purposes of determining whether the Campaign Manager Minimum Service Fee, if any, has been met.
6. **Billing Currencies.** The following terms and conditions and Service Fees will apply based on Company's usage of the Services. Company will be billed in the Default Billing Currency unless another currency is specified herein or otherwise approved by Google.
 - a. Display & Video 360 and Search Ads 360. All Monthly Service Fees and costs for Display & Video 360 and Search Ads 360 will be invoiced to Company and AAA Affiliates in the currencies selected by Company (i) in the online interface of the Display & Video 360 Service; or (ii) through Company's Google Marketing Platform account team for Search Ads 360, as applicable. If required, currency conversion will be performed using the currency conversion rates utilised by the applicable Service from time to time (as determined by Google).
 - b. Campaign Manager and Nielsen Digital Ad Ratings. All Monthly Service Fees and costs for Campaign Manager and Nielsen Digital Ad Ratings will be invoiced to Company and AAA Affiliates in the currencies and applicable rates specified on the Campaign Manager and Nielsen DAR Pricing Sheet.
7. **Display & Video 360 Service Fees.** Company's Monthly Service Fee for the Display & Video 360 Service is the sum of:
 - a. Third-Party Fees in that month; plus
 - b. the product of (i) the "**Non-Exchange Rate**" (as set out on the Cover Sheet) multiplied by (ii) the Non-Exchange Spend in that month; plus
 - c. the product of (i) the "**Exchange Rate**" (as set out on the Cover Sheet) multiplied by (ii) the Exchange Spend in that month.
8. **Search Ads 360 Service Fees.** Company's Monthly Service Fee for the Search Ads 360 Service is equal to the amount spent on Ad inventory managed via the Search Ads 360

Service hereunder each month multiplied by the percentage listed on the Cover Sheet.

9. **Campaign Manager Service Fees.** Company's Monthly Service Fee for the Campaign Manager Service is the sum of:
- a. Monthly Standard Ad Serving Fees. Company's Monthly Service Fee for Standard Ad Serving is the number of Ad impressions served hereunder by standard Ad serving ("**Standard Ad Serving**") each month multiplied by the applicable "**Standard Ad Serving Rate**" (i.e. the Display CPM or Video CPM) set out on the Campaign Manager and Nielsen DAR Pricing Sheet. All rates for Standard Ad Serving are on a CPM basis. Grey gif, system defaults, and broken images served hereunder for creative trafficked by Company will be counted in determining the number of impressions, except to the extent caused by Google's negligence.
 - b. Additional Fees. Fees for Tracking Ads and any Advanced Display Upcharge (each as described below, and if applicable) are additional to the Monthly Service Fee for Standard Ad Serving.
 - c. Advanced Display Upcharge. For advanced display Ad formats, Company will pay the Advanced Display Upcharge CPM set out on the Campaign Manager and Nielsen DAR Pricing Sheet in addition to the Standard Ad Serving Rate.
 - d. Monthly Service Fee for Clicks. Company's Monthly Service Fee for Campaign Manager clicks is the number of times a Tag served for Company tracks a user's "click" on a text-link or other placement without delivering an Ad impression associated with the Tag, multiplied by the Display CPC set out on the Campaign Manager and Nielsen DAR Pricing Sheet (the "**Click Rate**"). For purposes of this Order Form, "placement" means the part of a Target Property where an Ad appears.
 - e. Tracking Ads for Impressions and Clicks.
 - i. "**Tracking Ads**" are designed to track impressions ("**Tracking Ad Impressions**") and clicks ("**Tracking Ad Clicks**") for placements and Ads that are not served by the Campaign Manager Service.
 - ii. The Standard Ad Serving Rate includes one Tracking Ad Impression per Campaign Manager Ad serving impression, and the Click Rate includes one Tracking Ad Click per Campaign Manager click.
 - iii. Any additional Tracking Ads will be charged at the Standard Ad Serving Rate or Click Rate, as applicable.
 - iv. In addition, if Company's Click Total is greater than Company's Impression Total for each placement and Ad in a particular month, Company will be charged the difference between the Click Total and the Impression Total, multiplied by the Click Rate.

- v. As used herein, “**Impression Total**” means the total number of impressions served by Company hereunder for each placement and Ad in a particular month, and “**Click Total**” means the total number of times a Tag served for Company tracks a user’s “click” on a text-link or other placement without delivering an impression associated with the Tag for each placement and Ad in a particular month.

10. **Nielsen Digital Ad Ratings Service Fees.** Company’s Monthly Service Fee for the Nielsen Digital Ad Ratings Service is the Nielsen DAR CPM Rate set out on the Campaign Manager and Nielsen DAR Pricing Sheet, multiplied by the aggregate number of Ad impressions in the applicable month that are (a) served in connection with the Display & Video 360 Service or Campaign Manager Service; and (b) enabled by Company for measurement by the Nielsen Digital Ad Ratings Service.